



**Date:** April 18, 2025

**Contracting Party:** Sherwood Meadows HOA  
c/o Marty Golembiewski  
Via Email: [martymerlin5@hotmail.com](mailto:martymerlin5@hotmail.com)

**Project:** Sherwood Meadows - Water Meter Review  
Avon, Colorado

This is an AGREEMENT for Professional Engineering services to be furnished by RTM Engineering Consultants (RTM), to the Contracting Party in accordance with the following mutually agreed conditions.

**DESCRIPTION OF SERVICES:**

Provide mechanical engineering consulting services to review the existing domestic water entry size to determine if the existing water meter can be downsized.

The proposed scope of services is described below:

**SCOPE OF SERVICES:**

**I. MECHANICAL SYSTEMS DESIGN**

- A. Coordinate with HOA and facility management team.
- B. Perform site visit to review and document existing conditions.
  - 1. Water Entry size, configuration, and pressure.
  - 2. Plumbing fixture types, quantities, usage, and locations.
- C. Review existing building drawings (if available).
- D. Attend team coordination meetings and/or team conference calls.
- E. Perform plumbing calculations for water main and meter sizing.
- F. Provide report of findings and recommendations.

**FEE:**

**HOURLY ESTIMATE:** \$3,600 for the above SCOPE OF SERVICES - Based on 20 hours at an average billing rate of \$180/hr.

**FEE BASIS HOURLY:**

Contracting Party agrees to pay RTM's fee as invoiced for this project based on RTM's hourly rates set forth in Terms and Conditions of Service and all, incurred interest, REIMBURSABLE EXPENSES, and COMPLEMENTARY SERVICES.

*National Resources, Local Relationships*

California | Colorado | Florida | Illinois | Indiana  
Iowa | Kansas | Maryland | Missouri | New Mexico | Texas | Washington | Wisconsin

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### **ASSIGNMENT OF CONTRACT**

The Contracting Party and RTM respectively, bind themselves, their successors, permitted assigns and legal representatives to this Agreement, and including Terms and Conditions of Service. Neither Contracting Party nor RTM shall assign this Agreement without the prior written consent of the other.

### **ACCEPTANCE**

Time is of the essence with respect to this Agreement. This Agreement is conditioned upon RTM receiving written acceptance by Contracting Party of all the Terms and Conditions of this Agreement on or before thirty (30) days from the date of this Agreement was signed by RTM. This Agreement shall be deemed withdrawn if written acceptance is not received within said thirty-day period.

Notwithstanding anything to the contrary, any services verbally requested by the Contracting Party and performed by RTM prior to the execution of this Agreement shall be subject to the Terms and Conditions of this Agreement. This Agreement shall be governed by the laws of the State of Colorado.

This Agreement, including Terms and Conditions of Service represents the entire mutual agreement between RTM and this undersigned Contracting Party and this Agreement supersedes all prior negotiations, representations or agreements, written or oral, prior to execution date of the Contracting Party below.

Please execute and return one copy to RTM as authorization to begin services.

#### **RTM ENGINEERING CONSULTANTS**

Signed

By:

Name: David A. Lyle

Title: Principal

Date: April 18, 2025

#### **CONTRACTING PARTY**

Signed

By:

Name:

Title:

Date:

**ATTACHMENT: TERMS AND CONDITIONS OF SERVICE**



## TERMS AND CONDITIONS OF SERVICE

**Project:** Sherwood Meadows – Water Meter Review  
**Date:** 18 April 2025  
**Contracting Party:** Sherwood Meadows HOA

These Terms and Conditions of Service are an integral part of the Proposal Agreement for the above referenced project and are applicable unless superseded by another formally executed contract.

### 1.0 CONTRACTING PARTY RESPONSIBILITIES

#### 1.1 *Contracting Party Responsibilities.*

The Contracting Party shall provide available information in a timely manner regarding requirements for and limitations on the project. Contracting Party shall furnish to RTM, in a timely manner, (1) electronic Revit model and/or CADD drawing files in a non-corrupt usable state, (2) detailed layouts showing the location of connections, and (3) tabulations giving sizes and loads of equipment designed, specified or furnished by others for incorporation in the project. The services, information, surveys, electronic files, and reports described in this paragraph shall be furnished at no expense to RTM, who shall be entitled to rely upon the accuracy and completeness thereof.

### 2.0 SCOPE OF SERVICE

#### 2.1 *Remodeling/Existing Conditions.*

When applicable to project scope, note that the remodeling and/or rehabilitation of the pre-existing structures and systems require that certain assumptions be made by RTM regarding existing conditions, and because some of the assumptions may not be verifiable without the Owner's and Contracting Party's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Contracting Party agrees to bear all risks, costs, losses, damages, and expenses, including the cost of RTM's COMPENSATION, arising from the discovery of concealed or unknown conditions in the existing structure and/or systems.

#### 2.2 *Changed Conditions.*

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RTM are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RTM may request renegotiation of appropriate portions of this Agreement.

#### 2.3 *Standard of Care*

Services and Instruments of Services (e.g. drawing and specifications) provided by RTM under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

#### 2.4 *Contractor Submittals.*

RTM shall review contractor submittals directly related to the scope of this agreement. Submittals will be reviewed for general compliance with the contract documents but not for the purpose of determining accuracy and/or completeness of details. Ascertaining correctness of options, quantity, coordination and performance, selection shall remain the exclusive responsibility of the contractor. All MEP submittals shall be submitted as one package.

#### 2.5 *Code Compliance.*

### *National Resources, Local Relationships*

California | Colorado | Florida | Illinois | Indiana  
Iowa | Kansas | Maryland | Missouri | New Mexico | Texas | Washington | Wisconsin

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RTM shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission of its Instruments of Service to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle RTM to a reasonable adjustment in the schedule and additional fee in accordance with the COMPENSATION provisions of the Terms and Conditions of Service.

#### **2.6 Hazardous Materials.**

RTM shall have no responsibility for the identification, discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous materials in any form at the project site.

#### **2.7 Construction Documents and BIM.**

Contracting Party requiring Construction Documents based on Building Information Modeling (BIM) acknowledges that systems modeled under this agreement will be developed to Level of Development (LOD) 200 and the prime Architect will serve as the Model Manager per AIA Document G202-2013.

The Model will be provided to the Contracting Party as an instrument of general spatial coordination purposes and shall not be used by any other party than the Contracting Party for the purpose noted without the express consent of RTM. A *Design Model Agreement and Release Authorization* will be provided to and executed by any third-party utilizing RTM's model for any purpose.

### **3.0 NOT USED / NO REFERENCE**

### **4.0 COST OF WORK**

#### **4.1 Opinions of Probable Cost.**

In providing opinions of probable cost, the Contracting Party understands that RTM does not have control over costs of labor, equipment or materials used in construction. Any opinions of the probable costs provided by RTM hereunder will be made based on RTM's knowledge and experience, and RTM makes no warranty, expressed or implied, to anyone as to the accuracy of such opinions for any use or purpose.

### **5.0 COPYRIGHTS AND LICENSES**

#### **5.1 Ownership of Documents.**

Original documents and Instruments of Service including, but not limited to drawings, field notes, specifications, and data are the property of RTM. The Contracting Party may obtain reproducible copies of the documents in accordance with REIMBURSABLE EXPENSES Provisions of the Terms and Conditions of Service.

#### **5.2 Use of Documents and Data.**

Contracting Party agrees not to reuse documents or data provided by RTM, in whole or in part, for any purpose other than the project. The Contracting Party further agrees not to transfer this information to others without prior written consent of RTM.

### **6.0 CLAIMS AND DISPUTES**

#### **6.1 Dispute Resolution / Non-Binding Mediation.**

It is understood and agreed that, in the event any dispute, controversy or conflict arises in connection with the design and construction of the project, the parties hereto will cooperate in good faith, and, if possible, resolve the issues without resort to arbitration or litigation. Should the parties be unable to reach agreement themselves, the parties shall mutually select an independent mediator and engage in mediation to assist in a further effort to resolve the dispute. Costs of mediation shall be shared equally between the parties, unless mutually agreed otherwise at the time the mediator is engaged.

## **6.2 Consequential Damages.**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Contracting Party nor RTM, their respective officers, directors, partners, employees, contractors or sub consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Contracting Party and RTM shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

## **6.3 Limits of Liability.**

Contracting Party and RTM have discussed their respective risks, benefits of the project and RTM's total fee for services. The Parties' risks have been allocated such that the Contracting Party agrees that the total liability of RTM's owners, employees, and its consultants to Contracting Party or anyone claiming through or for Contracting Party for any and all injuries, claims, losses, expenses, costs, damages, or claims expenses arising out of this Agreement or RTM's work on the project, shall not exceed the total amount of **\$50,000**. Such causes include but are not limited to RTM's negligence, error, omissions, strict liability, and breach of contract or breach of warranty.

## **6.4 Indemnification.**

The Contracting Party agrees to indemnify and hold harmless RTM, its agents, offices, directors, members, partners, employees, independent contractors and consultants from and against any and all claims, losses, damages and expense (including reasonable attorney fees and litigation suits) arising from use or reuse or change made to electronic data by Contracting Party and/or arising out of, in connection with or resulting from acts of omissions of the Contracting Party or Contracting Party's consultant, provided that this indemnity shall not apply to any claim, losses, damages or expense arising out of the negligence of RTM.

## **6.5 Legal Recourse.**

In the event the Contracting Party institutes legal action against RTM and if such action is not successfully prosecuted or if such action is dismissed or if the decision is rendered for RTM, Contracting Party agrees to pay RTM any and all costs and expense associated with RTM's defense of such action.

## **6.6 Document Perfection.**

Notwithstanding the exercise of due care and skill, no set of documents are without omission or inconsistency. The Contracting Party agrees that RTM shall not be liable for omissions or inconsistencies in RTM's work product that may cause an increase in the cost of construction. Such costs would have been incurred had the omission or inconsistency been part of the original contract work.

# **7.0 TERMINATION AND SUSPENSION**

## **7.1 Suspension of Services.**

RTM expects payment in full within sixty (60) calendar days of the invoice date. However, if payment is not received within ninety (90) calendar days of the invoice date, RTM has the right to suspend services until all outstanding invoices are paid in full, together with all REIMBURSABLE EXPENSES then due.

## **7.2 Termination of Services.**

Either party may terminate the contract for any reason with seven (7) calendar day's written notice. If either party terminates the contract, the Contracting Party shall within fifteen (15) calendar days of termination pay RTM for all services performed prior to termination, together with all Reimbursable Expenses then due.

# **8.0 COMPENSATION**

### **8.1 RTM Hourly Rates.**

The 2025 standard hourly rates are as follows:

Principal	\$311
Operations Manager	\$278
Associate	\$250
Senior Engineer/Commissioning Specialist	\$250
Project Manager	\$236
Project Engineer II	\$236
Project Engineer I	\$212
Commissioning Specialist	\$212
Senior Design Engineer	\$212
Design Engineer II	\$200
Design Engineer I/Commissioner II	\$185
Designer III/Tab Technician	\$166
Design Engineer/Commissioner I	\$162
BIM Manager/Designer II	\$151
BIM Technician II/Designer I	\$137
BIM Technician I	\$121
Intern	\$120
Administrative	\$102
Expert Witness	\$400
Professional Consultant	\$350

Standard hourly rates are adjusted annually.

### **8.2 Billings and Payments.**

Invoices shall be submitted by RTM monthly and are due upon presentation and shall be considered Past Due if not paid within sixty (60) calendar days of this invoice.

If payment is not received by RTM within ninety (90) calendar days of the invoice date, the Contracting Party shall pay as interest an additional charge of one-and-one half percent (1.5%) of the Past Due amount per month. Payment thereafter shall first be applied to accrued interest and then to unpaid principal.

RTM offers ACH transactions as a preferred method of payment of invoices. Please contact RTM accounting staff to coordinate.

For payment by physical check, please remit all payments to:

RTM Engineering Consultants  
1933 N. Meacham Road, Ste 700  
Schaumburg, IL 60173  
847.756.4180

### **8.3 Reimbursable Expenses.**

REIMBURSABLE EXPENSES include expenses incurred by RTM and RTM's consultants directly related to the project, such as travel expenses, meals/per diem, lodging, printing, postage, project-specific software, necessary and required state taxes, etc.

Travel time to/from jobsite shall be considered a REIMBURSABLE EXPENSE and will be invoiced at standard hourly rates.

REIMBURSABLE EXPENSES shall be in addition to our FEE. All direct expenses will be invoiced at cost plus fifteen percent (15%). Mileage is to be charged at the current federal rate at the time of occurrence.

**8.4 Collection Costs.**

In the event legal action is taken to enforce the payment terms of this Agreement, RTM shall be entitled to collect from the Contracting Party all fees and Reimbursable Expenses then due, plus reasonable attorneys' fees, court costs and other expenses incurred by RTM for such collection action.

**8.5 Disputed Invoices.**

If the Contracting Party objects to any portion of an invoice, the Contracting Party shall notify RTM in writing within ten (10) calendar days of receipt of the invoice.